

**AFFIDAVIT OF NON-PRODUCTION
AND NON-PAYMENT**

**STATE OF WEST VIRGINIA
COUNTY OF MARSHALL**

Affiant: Shiben Estates, Inc., a West Virginia Corporation by John E. Shiben, Its President
Address: P. O. Box 246, New Martinsville, WV. 26155

Date: 9/3/2010

John Shiben, President of Shiben Estates, Inc., being of lawful age, being first duly sworn, state the following:

Shiben Estates, Inc., is the owner of an undivided mineral interest in and to the oil and gas and associated minerals in the following lands situated in Franklin District, Marshall County, West Virginia and described as follows, to-wit:

223.05 acres of land, being described in that Deed dated August 21, 1985 by and between E. Peters, et al and Shiben Estates, recorded in Volume 632 page 15 of the Deed records of the Marshall County, WV and being the same property referenced as the FIRST and SECOND in a Deed dated July 30, 1941 by and between Cecil M. Rine, et al and Joseph Shiben, recorded in Book 219, Page 263, Deed Records, Marshall County, WV. (Further identified to contain all or a portion of Tax Map 17, Parcel 4 & 7 of the Franklin District, Marshall Co. WV)

Based upon information and belief (except as to leases in which Shiben Estates, Inc. is the lessor) the Lands are, or have been, subject to several unreleased Oil, Gas, and/or Mineral Leases (or related agreements), described as follows:

- a. Oil and Gas Lease dated October 23, 1886, of record in Deed Book 30, at Page 375, by and between Thomas Ruckman, lessor, and J.M. Guffey & Company, lessee, for a primary term of twenty (20) years.
- b. Oil and Gas Lease dated October 23, 1886, of record in Deed Book 30, at Page 380, by and between T.J. Ruckman, lessor, and J.M. Guffey & Company, lessee, for a primary term of twenty (20) years.
- c. Oil and Gas Lease dated October 26, 1899, of record in Deed Book 34, at Page 187, by and between Thomas J. Ruckman, lessor, and Allie Chamberlain, lessee, for a primary term of five (5) years.
- d. Oil and Gas Lease dated October 4, 1892, of record in Deed Book 40, at Page 127, by and between T.J. Ruckman, lessor, and Robt. W. Wallace, lessee, for a primary term of five (5) years.

- e. Oil and Gas Lease dated September 30, 1901, of record in Deed Book 81, at Page 163, by and between Thomas J. Ruckman and Nora Ruckman, his wife, lessors, and the Tri State Gas Company, lessee, for a primary term of five (5) years.
- f. Oil and Gas Lease executed May 13, 1903, of record in Deed Book 103, at Page 59, by and between Thos. Ruckman and Nora Ruckman, lessors, and the Tri-State Gas Co., lessee, for a primary term of five (5) years.
- g. Oil and Gas Lease dated October 12, 1886, of record in Deed Book 30, at Page 394, by and between Wesley B. Rine, lessor, and J.M. Guffey & Company, lessee, for a primary term of twenty (20) years.
- h. Oil and Gas Lease dated October 26, 1889, of record in Deed Book 34, at Page 182, by and between Wesley B. Rine, lessor, and Allie Chamberlain, lessee, for a primary term of five (5) years.
- i. Oil and Gas Lease dated October 4, 1892, of record in Deed Book 40, at Page 119, by and between Wesley B. Rine, lessor, and Robt. W. Wallace, lessee, for a primary term of five (5) years.
- j. Oil and Gas Lease dated October 4, 1892, of record in Deed Book 40, at Page 129, by and between Wesley B. Rine, lessor, and Robt. W. Wallace, lessee, for a primary term of five (5) years.
- k. Oil and Gas Lease executed October 5, 1898, of record in Deed Book 56, at Page 515, by and between Wesley B. Rine and Elizabeth Rine, his wife, lessors, and R.G. Gillespie, lessee, for a primary term of five (5) years.
- l. Oil and Gas Lease executed April 29, 1903, of record in Deed Book 103, at Page 37, by and between Wesley B. Rine and Elizabeth Rine, his wife, lessors, and the Tri-State Gas Company, lessee, for a primary term of five (5) years.
- m. Oil and Gas Lease dated August 14, 1919, of record in Deed Book 160, at Page 340, by and between Wesley B. Rine and Elizabeth Rine, his wife, lessors, and The Manufacturers Light & Heat Co., lessee, for a primary term of ten (10) years.
- n. Oil and Gas Lease dated May 1, 1930, of record in Deed Book 197, at Page 65, by and between Cecil M. Rine and Ethel Rine, his wife, lessors, and The Manufacturers Light & Heat Co., lessee, for a primary term of ten (10) years.
- o. Oil and Gas Lease dated May 3, 1940, of record in Deed Book 215, at Page 108, by and between Cecil M. Rine and Ethel Rine, his wife, lessors, and The Manufacturers Light & Heat Co., lessee, for a primary term of ten (10) years.
- p. Oil and Gas Lease dated December 28, 1962, of record in Deed Book 361, at Page 313, by and between Joseph and Minnie Shiben Estates, by Esther Peters, Paul J. Shiben, Katherine Mensore and Edward Shiben, Executors thereof, lessors, and Weaver Oil and Gas Corporation, a Texas corporation, lessee, for a primary term of two (2) years.

- q. Oil and Gas Lease dated December 28, 1962, of record in Deed Book 381, at Page 1, by and between Joseph and Minnie Shiben Estates, by Esther Peters, Paul J. Shiben, Katherine Mensore and Edward Shiben, Executors thereof, lessors, and Weaver Oil and Gas Corporation, a Texas corporation, lessee, for a primary term of two (2) years.
- r. Oil and Gas Lease dated December 17, 1965, of record in Deed Book 381, at Page 287, by and between Joseph and Minnie Shiben Estates, c/o Paul Shiben, lessors, and Palisades Petroleum Company, lessee, for a primary term of three (3) years.
- s. Oil and Gas Lease dated December 17, 1965, of record in Deed Book 381, at Page 301, by and between Joseph and Minnie Shiben Estates, c/o Paul Shiben, by Esther Peters, Paul J. Shiben, Katherine Mensore and Edward Shiben, as Executors of said Estates under the Wills of Joseph Shiben and Minnie Shiben, both deceased, lessors, and Palisades Petroleum Company, lessee, for a primary term of three (3) years.
- t. Oil and Gas Lease dated May 1, 1974, of record in Deed Book 434, at Page 728, by and between Esther Peters, Paul J. Shiben, Katherine Mensore & Edward Shiben, as Executors of the Estates of Joseph & Minnie Shiben, and Shiben Estates, Inc., lessors, and Mobay Chemical Co., Div. Baychem Corp., lessee, for a primary term of ten (10) years.
- u. Assignment of Oil and Gas Leases executed October 19, 1983, of record in Deed Book 505, at Page 238, from Haddad and Brooks, Inc., a Pennsylvania corporation, assignor, to Natmin Development Corporation, a Delaware corporation, assignee, assigning an undivided 25% interest of assignor's right, title and interest in and to that Oil and Gas Lease dated May 1, 1974, of record in Deed Book 434, at Page 728.
- v. Oil and Gas Lease dated May 1, 1974, of record in Deed Book 460, at Page 359, by and between Esther Peters, Paul J. Shiben, Katherine Mensore & Edward Shiben, as Executors of the Estates of Joseph & Minnie Shiben, and Shiben Estates, Inc., lessors, and Mobay Chemical Co., Div. Baychem Corp., lessee, for a primary term of ten (10) years.
- w. Oil and Gas Lease (Paid-Up – Installment Type) dated May 1, 1984, of record in Deed Book 505, at Page 662, by and between Esther Peters, Paul J. Shiben, Katherine Mensore and Edward Shiben, as Executors of the Estates, and under the Wills, of Joseph and Minnie Shiben, deceased, and Shiben Estates, Inc., c/o Paul J. Shiben, lessors, and Haddad and Brooks, Inc., lessee, for a primary term of three (3) years.
- x. Assignment executed April 11, 1986, effective as of December 1, 1985, of record in Deed Book 515, at Page 447, from Sun Exploration and Production Company, assignor, to Sun Operating Limited Partnership, a Delaware partnership, assignee, assigning all of assignor's right, title and interest in and to that Oil and Gas Lease dated May 1, 1984, of record in Deed Book 505, at Page 662.

Based upon information and belief, there has been no oil and gas activity, operations or production on the subject property, within the last 25 years, or more.

Based upon information and belief, the subject property has not been pooled or unitized with any other lands for purposes of oil and gas operation and production.

Shiben Estates, Inc. is not currently receiving, nor has Shiben Estates, Inc. ever received, any type of income resulting from oil and gas production, including but not limited to royalty income and/or shut-in royalty income from any of the Lands or wells described under the Leases mentioned above.

Given under my hand this 3 day of Sept. 2010.

Affiant: Shiben Estates, Inc. a West Virginia Corporation

John E. Shiben
By: John E. Shiben
Title: President

Jan Pest
MARSHALL County 01:54:04 PM
Instrument No 1291719
Date Recorded 09/13/2010
Document Type O&G
Pages Recorded 4
Book-Page 708-181
Recording Fee \$5.00
Additional \$6.00

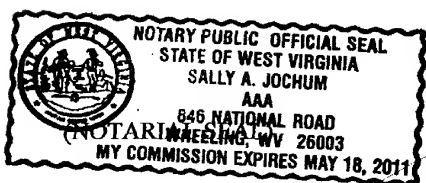
STATE OF WV

COUNTY OF Ohio, to-wit:

John E. Shiben, President of Shiben Estates, Inc. being first duly sworn, says that the facts and allegations contained in the foregoing Affidavit of Non-Production and Non-Payment are true, except so far as they are therein stated to be upon information, and that so far as they are therein stated to be upon information, he believes them to be true.

John E. Shiben on behalf of Shiben Estates, Inc.

Taken, sworn to and subscribed before me this 3 day of September, 2010.



Notary Public in and for the State of WV

My Commission Expires May 18, 2011

This Instrument was prepared by Gastar Exploration USA, Inc. After recording please return to Gastar Exploration USA, Inc. whose address is 1331 Lamar Street, Suite 1080, Houston, Texas 77010.

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STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 3rd day of September, 2010, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 13th day of September, 2010 at 1:54 o'clock P.M.

TESTE: Jan Pest Clerk.